

Now, it appears to me, that, in view of the fact that a line has been run as has been mentioned, and that the complainant did not interfere, in due season, to prevent the defendant from erecting improvements upon his lot, but stood by and saw such improvements erected without objection, it would be any thing but fair, just and reasonable, now to establish by the power of this court, such a line between him and the defendant as would take from the latter any part of his improvements. It appears to me, that justice between the parties will be more certainly accomplished by taking the building line, and continuing that line as indicated by the fence to the end thereof, thence easterly parallel with Baltimore street to Cove or Fremont street, thence southerly with Cove or Fremont street to the place of beginning at A. on Baltimore street. The parties themselves seem to have fixed upon this line, and there is nothing in the bond of conveyance executed and delivered by the defendant to the plaintiff, and which has been produced by the latter in obedience to the order of Baltimore County Court, passed upon the petition of the defendant, which in the slightest degree militates against it, because the distance between the end of the second line and Cove street is left blank, showing that the parties did not at the date of its execution, (which was the 4th of June, 1849,) know precisely how the line would run. The contract in that respect was incomplete, and the parol evidence in relation to the buildings, and the fence supplies the defect, and shows, I think, very satisfactorily how it was understood the line should be run.

Upon the whole, my opinion is, that a new lease should be executed, establishing a line of the buildings and the fence as the dividing line between these parties, and I shall pass a decree accordingly.

The counsel on either side may prepare a decree in conformity with this opinion, appointing a trustee, or directing the defendant to execute the lease, and directing the parties, respectively, to pay their own costs.

---

McLAUGHLIN and BUCHANAN, for Complainant.

WHELAN, for Defendant.